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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LAURA HOFFMAN, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

CITIBANK (SOUTH DAKOTA), N.A.,
and DOES 1 through 10, inclusive,

Defendants.

Case No. SACV-06-00571-AG-MLG(x)

The Honorable Andrew J. Guilford

**DECLARATION OF DEBORAH L.
THOMPSON REGARDING CY PRES
RECIPIENTS IN SUPPORT OF
FINAL APPROVAL OF
SETTLEMENT**

Action filed: May 5, 2006

DECLARATION OF DEBORAH L. THOMPSON

I, Deborah L. Thompson, declare as follows:

1. I am an employee of Citibank, N.A., an affiliate of Citibank (South Dakota), N.A. ("Citibank"), a national bank located in Sioux Falls, South Dakota. I have been employed by Citibank, N.A. or its affiliates in different capacities for approximately 16 years. My current responsibilities include, among other things, the preparation of affidavits and declarations in connection with litigation involving Citibank, and I am authorized to provide this Declaration for Citibank. The facts set forth herein are true of my own personal knowledge, except where based upon information provided by persons working under my direction and supervision, and if called as a witness, I could and would competently testify to such facts.

2. In connection with the settlement in the above action, as reflected in the Settlement Agreement between Citibank and plaintiff Laura Hoffman ("Plaintiff"), I am, and have been, involved in identifying and selecting potential recipients of the Cy Pres Fund (as defined in the Settlement Agreement). Citibank has designated the following proposed recipients: (1) Junior Achievement of North Florida; (2) Junior Achievement of Middle America, Inc.; (3) Tennessee 4-H Club Foundation Inc.; (4) The Tom Coughlin Jay Fund Foundation; and (5) South Dakota Financial Literacy Partnership.

3. The Settlement Agreement requires that any potential recipient of the Cy Pres Fund use any received funds for education or other charitable purposes, and not for advocacy or religious purposes. In selecting the proposed Cy Pres recipients, Citibank sought to identify recipients that could be designated in accordance with these requirements.

4. I requested, and received, from each Citibank designated recipient written proposals regarding the manner in which the recipient plans to use its share of the Cy Pres Fund. I understand that copies of these proposals have been submitted to the Court.

1 5. No officer, director or employee of Citibank or its affiliates will receive
2 any direct benefit as a result of a contribution to these charitable organizations other
3 than as a member of the general public.

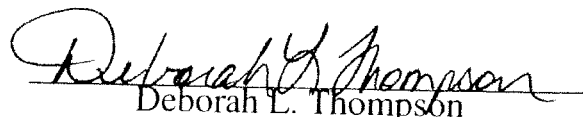
4 6. In addition, to the extent Citibank or any affiliates have contributed to
5 any of the recipients in the past and/or are scheduled to make future contributions,
6 none of the funds available as part of the Cy Pres Fund are being distributed in lieu
7 of any other committed or scheduled donations.

8 7. In addition, I understand that Plaintiff has designated the following as
9 potential recipients of the Cy Pres Fund: (1) National Endowment for Financial
10 Education; (2) Junior Achievement of So. Cal.; (3) Junior Achievement of No. Cal.;
11 (4) Council for Economic Education's Economics America Program; and (5)
12 California Jumpstart Coalition (collectively, the "Plaintiff's Designees"). No officer,
13 director or employee of Citibank or its affiliates will receive any direct benefit as a
14 result of a contribution to the Plaintiff's Designees other than as a member of the
15 general public.

16 8. In addition, to the extent Citibank or any affiliates have contributed to
17 any of the Plaintiff's Designees in the past and/or are scheduled to make future
18 contributions, none of the funds available as part of the Cy Pres Fund are being
19 distributed in lieu of any other committed or scheduled donations.

20 I declare under penalty of perjury under the laws of the United States that the
21 foregoing is true and correct.

22 Executed this 15th day of December, 2010 in Jacksonville, Florida.

23
24
25 
26 Deborah L. Thompson